DISTRICT OF COLUMBIA SMALL BUSINESS RECOVERY MICROGRANT AGREEMENT

1	his Grant Agreement ("Agreement") is made as of this day of, 2020
('	"Effective Date") between [CDFI], a District of Columbia("Grantor") and
_	, a District of Columbia ("Grantee").
C	Congratulations on submitting an application ("Application") and receiving a District of
C	Columbia Small Business Recovery Microgrant authorized by the District of Columbia, a
n	nunicipal corporation (the "District") in the amount of \$ ("Grant Funds")!
	Acceptance by Grantee of its award and performance of the grant is subject to Grantee's dherence to the following terms and conditions:
1.	Period of Performance. The "Period of Performance" is from the Effective Date until
	September 30, 2020. All expenses funded by this grant must occur and/or be committed during
	the Period of Performance.
2.	Non-Profit Determination Letter. If Grantee is a nonprofit, Grantee is required to provide a
	copy of Grantee's valid Determination Letter issued by the Internal Revenue Service prior to
	the issuance of the awarded Grant Funds. Grantee shall submit such Determination Letter to
	Grantor.
3.	Due Diligence. As a condition of award, Grantee shall submit to the District one of the
	following documents that was valid any time between January 1, 2019 and the present day:
	(i) a Certificate of Clean Hands; or (ii) a Basic Business License; or (iii) Certificate of Good
	Standing. Grantee must submit the Certificate of Clean Hands, Basic Business License, or
	Certificate of Good Standing documentation to the District on or before July 2, 2020 through
	the following website:
	https://app.smartsheet.com/b/form/f986a0f04f90465abea03bf7b8fbf741. Please contact
	dmped.relief@dc.gov with any questions about this process. Failure of Grantee to provide
	either a Clean Hand Certificate, Basic Business License, or Certificate of Good Standing to
	the District pursuant to this Section shall be considered a default under Section 7.

4. **Method of Payment**. Grant Funds will be issued via check or Automated Clearing House

transfer.

- 5. Grantee's Use of Grant Funds. Grantee shall expend all Grant Funds solely for the purpose of continuing Grantee's operations in the District of Columbia. All Grant Funds shall be expended by Grantee in accordance with District of Columbia Small Business Recovery Microgrant Program, Grantee's Application, Grantee's budget, attached hereto as <u>Exhibit A</u> ("Budget"), and this Agreement.
- 6. **Reporting Requirements**. Grantee shall submit monthly reports by the 5th day of each month during the Period of Performance. Monthly Reports shall include support documentation for actuals, including, but not limited to receipts, and paid invoices for all direct and indirect costs. See Grant Report Guidelines, attached hereto as **Exhibit B**, for full details. Grantee's failure to fully document expenditure of Grant Funds as described in the Budget shall be a default under <u>Section 7</u>.
- 7. **Default, Remedy**. Grantee will be in default of this Agreement if Grantor determines, in its sole discretion, that Grantee (i) has not demonstrate satisfactory performance or financial accountability; (ii) has failed to comply with any of terms or conditions of this Agreement; (iii) is not in compliance with all applicable District and federal laws and regulations. In the event of a default under this section, Grantor may provide Grantee with written notice of the default, along with a demand to cure by the date set forth in the notice, which shall be no less than five (5) days after notice of the default. If the default is not cured or remedied by the date set forth in the notice, Grantor may refuse to disburse the Grant Funds or otherwise suspend or terminate funding to Grantee, as applicable, and if applicable, Grantor may demand in writing the repayment or return of some or all of the Grant Funds, whether or not such Grant Funds have been previously disbursed, obligated or committed by Grantor or the District.
- 8. **Non-Discrimination**. In the provision of goods or services associated with the grant, Grantee shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. In addition, Grantee shall not engage

in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 et seq.).

- 9. **Freedom of Information Act**. The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 et seq.) ("**FOIA**") provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." Grantee acknowledges that the District of Columbia ("**District**") has provided the grant funds to Grantor and all information and documentation submitted to the District, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request. District shall have no liability related to such disclosure.
- 10. **Required Disclosures**. Pursuant to the COVID-19 Response Emergency Amendment Act of 2020" effective March 17, 2020 (D.C. Act 23-247), the District and Grantor are required to maintain a list of all grants awarded pursuant to the legislation and must identify for each award the recipient (Grantee), the date of award, intended use of the award, and the award amount. The District shall publish the list online no later than June 1, 2020, or 5 days following the end of the COVID-19 emergency, whichever is earlier.
- 11. **Applicable Law**. The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia. Grantee shall comply with all applicable District and Federal statutes and regulations as may be amended from time to time.
- 12. Grantor Contact Information. All submissions to Grantor shall be sent to:
- 13. **Representations and Warranties**. Grantee represents and warrants to the District and Grantor that Grantee does not owe more than \$100 to any agency of the District, and Grantor will disburse the Grant Award in reliance on this representation. [INSERT ADDITIONAL REPRESENTATIONS AND WARRANTIES OF GRANTEE, if applicable]

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, acknowledged, and delivered in their names by their duly authorized representatives.

GRANTOR:		
[CDFI]		
By:	Date	
GRANTEE:		
By: Grantee Name: Title:	Date	

Exhibit A Budget

Exhibit B Grant Report Guidelines

Grantee Reports shall include the following information:

- Report date
- Organization name and contact information (full address, including mailing address if different, telephone number, email and website), the name and contact information of the current CEO or executive (if different) and contact person for this report (if different)
- EIN and/or federal tax-exempt number (if applicable)
- Dollar amount of the grant award
- Signature of executive director or other authorizing official.
- Summary of uses of Grant Funds outlined in Grantee's Application
- Actuals for the Grant Funds
- Supporting documentation, including invoices and paid receipts.